

A. G. Contract No. KR95 0692TRN
ADOT ECS File: JPA 95-57
Project No.: STP-WLX-0(1)P
TRACS No.: 000 CH WLX SL361 01R
Section: SPTCRR Depot ROW

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLCOX

THIS AGREEMENT is entered into 11 May, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF WILLCOX, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Congress has authorized appropriations for, but not
limited to, the acquisition of right-of-way; the construction
of streets and primary, feeder and farm-to-market roads; the
replacement of bridges; the elimination of roadside obstacles
and the application of pavement markings.

4. Such acquisition of right-of-way project within the
boundary of the City has been selected by the City; the field
survey of the project has been completed and, as required,
submitted to the Federal Highway Administration (FHWA) for its
approval.

NO. 19711
FILED WITH SECRETARY OF STATE
Date Filed 05/11/95
Jane Lee Hull
Secretary of State
By Vicky Brauner

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the project, is willing to provide the State with the City funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced by this agreement and the estimated cost are as follows: Acquire right-of-way.

Estimated Project Cost	\$ 18,000.00
Federal Funds @ 80%	\$ 14,400.00
City Funds @ 20%	\$ 3,600.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for acquisition.

a. If such project is approved by FHWA and the funds are available for the project, the State with the aid and consent of FHWA will proceed to enter into a Project Agreement with FHWA covering the acquisition embraced in said contract or in this agreement and will request the maximum federal funds available.

b. The State will furnish City with a copy of the proposed Project Agreement to be entered into by the State and FHWA. Upon approval of the terms and conditions of the Project Agreement, the agreement shall be incorporated in and made a part of this agreement by reference and shall have the same force and effect as though fully written herein.

c. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of City's deposit unless and until so authorized in writing by the City.

2. Prior to the commencement of performance of this agreement, the City shall deposit with State funds in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the acquisition, the State shall return to the City any part of the funds deposited by City remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way will be acquired.

4. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way.

5. Upon completion of acquisition, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the acquisition plans, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the acquisition work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

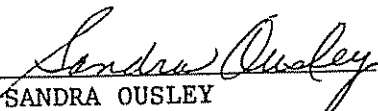
City of Willcox
City Manager
151 West Maley
Willcox, AZ 85643


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.


CITY OF WILLCOX

STATE OF ARIZONA
Department of Transportation

By 
SANDRA OUSLEY
Mayor

By 
PETER L. ENO
Contract Administrator

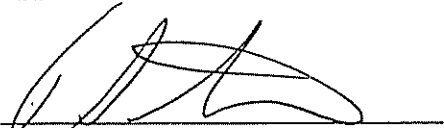
ATTEST:

By 
CHRISTINA G. WHELAN
City Clerk

RESOLUTION

BE IT RESOLVED on this 31st day of March 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Willcox for the purpose of defining responsibilities for the federal aid acquisition of right-of-way at Willcox Southern Pacific Railroad Depot.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

**MINUTE RECORD OF THE SPECIAL MEETING OF THE
MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA**
Held on the 18th day of April, 1995

CALL TO ORDER

Mayor Sandra L. Ousley, 5:32 p.m., Tuesday, April 18, 1995

ROLL CALL**PRESENT**

Mayor Sandra Ousley
Vice Mayor Mick Easthouse
Councilman Carl "Sonny" Shores
Councilman Walter Hamilton
Councilman Frank Petersen

STAFF

City Manager Larry D. Rains
Finance Officer Stacey Englund

ABSENT

Councilman Charles W. Leighton, Jr.
Councilman Betty Hutchison

OTHERS PRESENT

Press: Debbie Dahlstrom
Arizona Range News
Tom Hunt Eddie Browning

Doug Dunn
Shirley Shotton
Ellen Clark

Paul Hvidsten
Shirley Seplack
Joe Thatcher

PLEDGE OF ALLEGIANCE

Mayor Ousley.

STATE OF ARIZONA
COUNTY OF COCHISE
CITY OF WILLCOX

I certify that the foregoing instrument is a full,
true and correct copy of the original on file in this
office.

Attested

Signed

By

May 1 1995
Cristina S. Wheeler
City Clerk

DECLARATION ON CONFLICT OF INTEREST

No response from the Mayor, Councilmen nor staff present.

ADOPTION OF THE AGENDA

MOTION: Councilman Shores moved to adopt the agenda as presented.

SECONDED: Vice Mayor Easthouse seconded the motion. **CARRIED.**

**DISCUSSION/DECISION REGARDING THE APPROVAL TO ENTER INTO AN IGA
WITH ADOT FOR THE PURPOSE OF OBTAINING FEDERAL FUNDS TO
PURCHASE THE SOUTHERN PACIFIC TRAIN DEPOT**

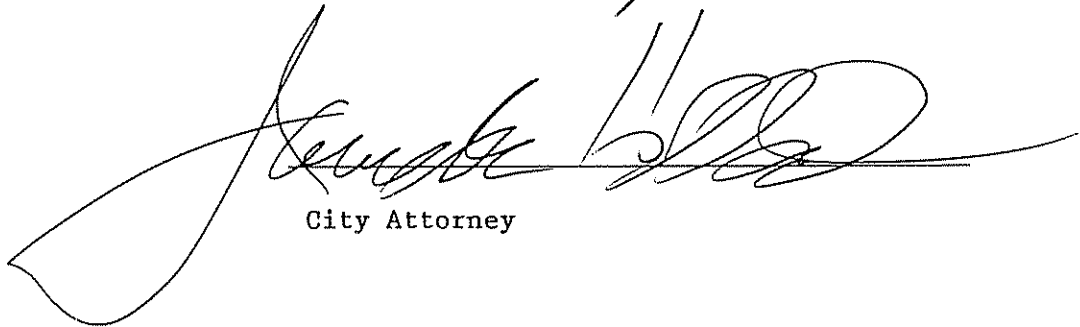
Willcox Historical Society members Doug Dunn and Paul Hvidsten reported that they have donated funds along with funds from federal ISTEPA, State Parks, for this project. The City has pledge \$15,000 in-kind services.

City Manager Larry Rains reported that this IGA between the Arizona State Department of Transportation and the City is for the purpose of obtaining federal funds to purchase the Southern Pacific Train Depot. The monies would be used to purchase the depot, additional IGA's needed to move the depot and refurbishing it.

APPROVAL OF THE WILLCOX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF WILLCOX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19 day of April, 1995.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0692-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of May, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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